APPENDIX

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

Civil Action No. 34043

MILLER & LUX INCORPORATED, a Nevada corporation,
Plaintiff,

v.

R. H. ANDERSON, et al., *Defendants.*

ORDER AND JUDGMENT OF DISMISSAL OF ACTION

Plaintiff having on April 17, 1958 filed its second amended complaint in the above entitled action and the motions of defendants to dismiss said action for failure to state a claim upon which relief can be granted having been duly filed, noticed and served and having been briefed and argued by the parties and submitted to the Court for decision, and the Court having considered them and having made and filed its memorandum opinion herein dated March 12, 1962, each and all of said motions are hereby granted, and it is hereby

Ordered, Adjudged and Decreed that the above entitled action be and it is hereby dismissed for the failure of the plaintiff to state a claim upon which relief can be granted.

Defendant The Ohio Oil Company and several other defendants in the above entitled action having also moved the Court to dismiss the above entitled action for the further and additional reason that plaintiff has

failed to join indispensable parties and said motions having been duly filed, noticed and served and having been briefed and argued by the parties and submitted to the Court for decision and the Court having considered them and having made and filed its aforesaid memorandum opinion herein, and it appearing to the Court that plaintiff has failed to join indispensable parties and that their joinder would defeat the Court's jurisdiction, each and all of said motions are hereby also granted, and it is hereby further

Ordered, Adjudged and Decreed that the above entitled action also be and it is hereby dismissed for the failure of the plaintiff to join indispensable parties whose joinder would defeat the Court's jurisdiction.

Plaintiff having made a motion to substitute Jerome Magee as executor of the last will of defendant Harry H. Magee, deceased, who died January 10, 1961, and said motion having been duly filed, noticed and served and having been briefed and argued by the parties and submitted to the Court for decision and the Court having considered it and having made and filed its aforesaid memorandum opinion herein, said motion is hereby denied, and it is hereby further

Ordered, Adjudged and Decreed that the above entitled action be and it is hereby dismissed as to defendant Harry H. Magee.

The Clerk of the Court is hereby directed to enter this judgment of dismissal accordingly, with costs to each of the defendants respectively as they may appear

upon proper application being made within 30 days after the entry of this judgment.

Dated: This 29th day of March, 1962.

/s/ ALBER C. WOLLENBERG,
U. S. District Judge.

The above form of order is hereby approved by the undersigned parties.

CLAYTON L. ORN,
JAMES D. ADAMS,
BURNHAM ENERSEN,
ARTHUR R. ALBRECHT,
McCARTHY, DOYLE, BROWN & ENERSEN
Attorneys for The Ohio Oil Company.

EDWIN SPRAGUE PILLSBURY,
DAVID C. DUNLAP,
Attorneys for Elmer C. Bolton.

WILLIAM E. JOHNS,
Attorney for Natural Gas Corporation of California.

LANDELS, WEIGEL AND RIPLEY,
/s/ EARL M. RIPLEY,
Attorneys for California Pacific Title Insurance Company.

/s/ GIRVAN PECK,
MORRISON, FOERSTER, HOLLOWAY, SHUMAN & CLARK,
Attorneys for Honolulu Oil Corporation and the Fickett Defendants.

LLOYD M. TWEEDT,
DERBY, COOK, QUINBY & TWEEDT,
Attorneys for R. H. Anderson and R. H. Anderson, Inc.

ATHEARN, CHANDLER & HOFFMAN,
/s/ EDWARD G. CHANDLER,
Attorneys for Elmer B. Stone.

MARION B. PLANT,
BROBECK, PHLEGER & HARRISON.
Attorneys for Union Oil Company of California.

MARTIN J. WEIL,
SIMS HAMILTON,
ADOLPH H. LEVY,
/s/ By MARTIN J. WEIL,
Attorneys for Defendants Socony Mobil Oil Company, Inc.

MARTIN J. WEIL,
ADOLPH H. LEVY,
/s/ By MARTIN J. WEIL,
Attorneys for Kettleman North Dome Association, Continental Oil Company, Seaboard Oil Company, Western States Gasoline Corporation, and C. R. Gallagher.

LAWLER, FELIX AND HALL,
MARCUS MATTSON,
JOHN M. HALL,
/s/ By MARCUS MATTSON,
Attorneys for Standard Oil Company of California.

HANNA AND MORTON,
HAROLD C. MORTON and
MAX K. JAMISON,
/s/ By MAX K. JAMISON,
Attorneys for The Superior Oil Company.

STANLEY & KIRBY,
ROBERT A. SMITH,
/s/ By PATRICK JAMES KIRBY,
Attorneys for Sunray Mid-Continent Oil Company.

ROBERT W. WALKER,
J. H. CUMMINS,
RICHARD K. KNOWLTON,
/s/ By RICHARD K. KNOWLTON,
Attorneys for Chanslor Western Oil and Development Co.

PAUL O. BROXON,
ROBERT N. BROXON,
/s/ By PAUL O. BROXON,
Attorneys for Defendant, Gulf Oil Corporation of California, (formerly Western Gulf Oil Company).

DENIO, HART, TAUBMAN & SIMPSON,
/s/ By MATTHEW C. SIMPSON,
Attorneys for Defendant, Victory Oil Company.

JUDGE JOHN B. MILLIKEN
AND JOSEPH A. BALL,
/s/ By JOSEPH A. BALL,
Attorneys for Stansbury Incorporated, and Stansbury-Webb.

MESERVE, MUMPER & HUGHES,
/s/ HEWLINGS MUMPER,
Attorneys for Kern Property Corporation.

/s/ STANLEY F. DAVIE,
Attorney for Trico Oil and Gas Company, Gene Reid Drilling, Inc., and Jerome Magee, as Executor of the Last Will of Harry H. Magee, Deceased, as a Person Sought to Be Substituted.

ROSSON & PEARSON,
WALTER M. GLEASON,
/s/ By WALTER M. GLEASON,
Attorneys for Defendants William F. Colm and Marion V. Rice.

The above form of order is hereby approved by the undersigned parties.

FREDERICK C. DOCKWEILER,
O'MELVENY & MYERS,
WILLIAM W. ALSUP,
RODNEY K. POTTER,
ALLYN O. KREPS,
/s/ By RODNEY K. POTTER,
Attorneys for Defendant Getty Oil Company.

WALTER L. ROWSE,
O'MELVENY & MYERS,
WILLIAM W. ALSUP,
RODNEY K. POTTER,
ALLYN O. KREPS,
/s/ By RODNEY K. POTTER,
Attorneys for Defendant Intex Oil Company.

O'MELVENY & MYERS,
WILLIAM W. ALSUP,
RODNEY K. POTTER,
ALLYN O. KREPS,
/s/ By RODNEY K. POTTER,
Attorneys for Defendant Moriqui Exploration Company.

O'MELVENY & MYERS,
SIDNEY H. WALL,
RODNEY K. POTTER,
ALLYN O. KREPS,
/s/ By RODNEY K. POTTER,
Attorneys for Defendants Rodney K. Potter and Elizabeth F. Potter, as Executors of the Estate of E. K. Potter, Deceased.

HAVELOCK FRASER,
O'MELVENY & MYERS,
WILLIAM W. ALSUP,
RODNEY K. POTTER,
ALLYN O. KREPS,
/s/ By RODNEY K. POTTER,
Attorneys for Defendant Signal Oil and Gas Company.

GIBSON, DUNN & CRUTCHER,
HENRY F. PRINCE,
RICHARD E. DAVIS,
MARTIN E. WHELAN, JR.,
And
O'MELVENY & MYERS,
WILLIAM W. ALSUP,
RODNEY K. POTTER,
ALLYN O. KREPS,
/s/ By RODNEY K. POTTER,
Attorneys for Defendant Lloyd Corporation, Ltd.

WILLIAM E. WOODROOF,
MERVYN W. PHELAN,
And
O'MELVENY & MYERS,
WILLIAM W. ALSUP,
RODNEY K. POTTER,
ALLYN O. KREPS,
/s/ By RODNEY K. POTTER,
Attorneys for Defendant Richfield Oil Corporation.

R. K. BARROWS and
J. A. TUCKER,
/s/ By R. K. BARROWS,
Attorneys for The Texas Company, a California corporation; Texaco Inc., a Delaware Corporation.

MCLAUGHLIN & CASEY,
/s/ By JAMES A. MCLAUGHLIN,
Attorneys for Lon V. Smith, Individually and as Executor of the Estate of Jane W. Smith.

BORTON, PETRINI, CONRON & BROWN,
/s/ By JAMES PETRINI,
Attorneys for Defendant A. J. West.

/s/ DAVID P. BARCROFT,
Attorney for Grace C. Arnold.

The above form of Order is approved by Gladys Z. Zimmerman and Charles F. Nielson as Executors of the Estate of Fritz C. Noel, Deceased.

Dated: March 20, 1962.

/s/ RONALD B. LABOWE,
Attorneys for Defendants Gladys Z. Zimmerman and Charles F. Nielson as Executors of the Estate of Fritz C. Noel, Deceased.

The above form of order is hereby approved by the undersigned party.

/s/ JOSEPH C. KIMBLE,
For Kimble & Hamlin and for Thomas Elke in behalf of the Defendant, Frank Jeppi.

The above form of order is hereby approved by plaintiff.

LAW OFFICE OF C. RAY ROBINSON,
/s/ By JOHN LOCKLEY,
Attorneys for Plaintiff.

(Endorsed): Filed March 29, 1962.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

Civil Action No. 34043

MILLER & LUX INCORPORATED, a Nevada corporation,
Plaintiff,

VS.

R. H. ANDERSON, et al., *Defendants.*

ORDER

This cause came on to be heard on the 17th day of April, 1958, upon plaintiff's motion for leave to file a second amended complaint; and

It appearing that justice requires such leave to be given; and

It further appearing that an order should be made regulating the time for the making of, and hearing on all motions challenging the sufficiency of said second amended complaint which may be filed under Rule 12(b)(6) of the Federal Rules of Civil Procedure; and the Court being fully advised;

It Is Ordered that plaintiff be given leave to file its second amended complaint in the form attached as Exhibit "A" to its motion for leave to file said second amended complaint.

It Is Further Ordered that all motions challenging the sufficiency of the second amended complaint which may be filed under the provision of Rule 12(b)(6) of the Federal Rules of Civil Procedure shall be filed not

later than thirty (30) days after plaintiff has filed with the Clerk of this Court its answers to the interrogatories propounded by defendants R. H. Anderson and R. H. Anderson, Inc.

It Is Further Ordered that plaintiff shall file with the Clerk of this Court any brief it desires to file in response to motions challenging the sufficiency of the second amended complaint within thirty (30) days after the time within which defendants have under this order to file motions challenging the sufficiency of the second amended complaint.

It Is Further Ordered that defendants file within thirty (30) days after the time within which plaintiff has to file a reply brief any reply briefs defendants desire to file in response to plaintiff's brief.

It Is Further Ordered that all motions heretofore made by defendants to dismiss for want of jurisdiction or for want of necessary or indispensable parties or to dismiss for improper venue or to transfer the venue of this case to the United States District Court for the Southern District of California, Northern Division, be deemed made to, and they hereby are declared applicable to the second amended complaint, and it is further ordered that each and every motion so made be and the same is hereby denied, without prejudice to the right of any defendant named in said second amended complaint to further move to dismiss said second amended complaint for want of jurisdiction or for want of necessary or indispensable parties or for improper venue or to transfer the venue of this

case to the United States District Court for the Southern District of California, Northern Division, either by formal renewal of any such motion heretofore made, or by the making of all or any of such motions on grounds not heretofore stated.

It Is Further Ordered that any other motions which defendants are entitled to file under Rule 12 and which they may desire to file may be but need not be filed at this time, and the right to make such other motions under Rule 12 and other appropriate motions under other rules at a later time is expressly reserved to defendants. The time for making such other motions in the event motions under Rule 12(b)(6) are denied shall be the subject of a further order of this Court.

It Is Further Ordered that the service by mail of plaintiff's motion and the second amended complaint attached thereto shall constitute service of said second amended complaint upon defendants for all purposes in this proceeding.

All motions under Rule 12(b)(6) are now set down for oral argument on October 2, 1958, at ten o'clock a.m.

Dated: April 17, 1958.

/s/ OLIVER J. CARTER,
U. S. District Judge.

(Endorsed): Filed April 18, 1958.

MILLER & LUX INCORPORATED, a Nevada corporation,
Plaintiff,

vs.

R. H. ANDERSON, et al., *Defendants.*

EXHIBIT 58

I.

1. By agreement of sale dated February 15, 1935, between plaintiff, as seller, and one Donald C. Young, as purported purchaser, recorded August 5, 1941 in Volume 285, page 451 of the official records of Madera County, to which agreement there was attached an assignment thereof executed by the said Donald C. Young and one Phyllis Pearl Young in favor of the defendant Elmer B. Stone and others, the plaintiff was caused to contract to sell the following described parcels of land:

Parcel No. 1: Beginning at the northeast corner of Section six (6), Township twelve (12) south, Range fifteen (15) east, Mt. D.B.&M., thence South 0 16½' East, 5147.20 feet to the southeast corner of Section 6, thence South 0 20½' West 5268.55 feet to the southeast corner of section 7, thence South 89 09½' West 5289.95 feet to the southwest corner of Section 7, thence South 0 08' East 5289.00 feet to the southeast corner of Section thirteen (13), Township twelve (12) South, Range fourteen (14) East, Mt. D.B.&M., thence South 89 38½' West 4695.02

feet to the center line of Lone Willow Slough, thence along the center line of Lone Willow Slough North 72 58′ West 146.52 feet, South 73 25′ West 333.72 feet, and North 47 25′ West 72.59 feet, thence leaving Lone Willow Slough South 89 38½′ West 54.84 feet to the southwest corner of Section 13, thence North 0 04′ West 5284.50 feet to the northwest corner of Section 13, thence South 89 36′ West 4183.80 feet to a point (said point bearing North 89 36′ East 1074.39 feet from the southwest corner of Section 11), thence along a fence North 53 40′ West 4650.75 feet, North 26 43′ West 2905.23 feet to a point on the north line of Section 10, (said point bearing South 89 56½′ East 1370.84 feet from the northwest corner of Section 10), thence continuing along fence North 26 43′ West 3130.57 feet to a point on the west line of Section 3 (said point bearing North 0 45½′ West 2796.60 feet from the southwest corner of said Section 3), thence continuing along fence North 26 43′ West 2628.55 feet, thence leaving fence North 89 45½′ East 1150.95 feet to the northeast corner of Section 4, thence North 89 52½′ East 5277.90 feet to the northeast corner of Section 3, thence North 89 50′ East 5277.70 feet to the northeast corner of Section 2, thence North 89 50′ East 5277.60 feet to the northeast corner of Section one (1), Township twelve (12) South, Range fourteen (14) East, Mt. D.B.&M. thence North 89 47½′ East 5395.65 feet to the point of beginning, containing 5316.23 acres, more or less.

Parcel No. 2: The east half of the northwest quarter (E½ of NW ¼) of Section twenty-one (21), Town-

ship twelve (12) South, Range fifteen (15) East, Mt. D.B.&M., containing 80.33 acres, more or less.

2. By deed dated July 29, 1941, plaintiff was caused to convey to defendant Elmer B. Stone and others, a fee simple estate in and to the property described in the preceding item, the said deed having been recorded August 5, 1941, in volume 285, page 495, official records of Madera County.

II.

The following subsequent transferees of the foregoing land, or of interests therein, acquired title with notice of plaintiff's rights:

1. Defendant, The Texas Company, a California corporation, under an oil and gas lease dated December 2, 1940, executed by the defendants Elmer B. Stone and Eleanor G. Stone, his wife, the said lease having been recorded December 27, 1940, in volume 276, page 31, of the official records of Madera County.

2. Defendant, The Texas Company, a Delaware corporation, under an agreement dated February 15, 1943, between said company and the defendants Elmer B. Stone and Eleanor G. Stone, and others, recorded March 8, 1943, in volume 313, page 350, of the official records of Madera County.

3. Defendant, The Texas Company, a Delaware corporation, under a modification agreement between the parties to the agreement described in the preceding

item, recorded June 16, 1943, in volume 330, page 321, of the official records of Madera County.

4. Defendant, Natural Gas Corporation of California, under a lease assigned from defendant The Texas Company, a Delaware corporation, dated February 1, 1946, and recorded March 26, 1946, in volume 384, page 270, of the official records of Madera County.

5. Defendant, Natural Gas Corporation of California, under a lease dated November 15, 1946, fro defendants Elmer B. Stone and Eleanor G. Stone and others, evidenced by a Memorandum of Agreement of Lease dated November 15, 1946, and recorded March 17, 1947, in volume 401, page 291 of the official records of Madera County.

6. Defendant Natural Gas Corporation of California, under a deed dated February 10, 1947, executed by defendants Elmer B. Stone and Eleanor G. Stone and others, recorded March 29, 1947 in volume 401, page 378, of the official records of Madera County.

7. Defendant Natural Gas Corporation of California, under an oil and gas lease modification agreement dated February 1, 1949, executed by defendants Elmer B. Stone and Eleanor G. Stone, and others, recorded March 4, 1949 in volume 457, page 428, of the official records of Madera County.

8. Defendant Trico Oil and Gas Company, under an oil and gas lease dated May 24, 1949, executed by defendants Elmer B. Stone and Eleanor G. Stone, and

others, recorded June 28, 1949, in volume 463, page 434, of the official records of Madera County.

9. Defendant Harry H. Magee, under an oil and gas lease dated January 22, 1952, executed by defendants Elmer B. Stone and Eleanor G. Stone and others, recorded April 15, 1952, in volume 544, page 204, of the official records of Madera County.

10. Defendants Harry H. Magee and Juanita G. Magee, under an oil and gas lease modification agreement dated April 16, 1953, executed by defendants Elmer B. Stone and Eleanor G. Stone and others, recorded July 16, 1953 in Volume 586, page 445, of the official records of Madera County.

11. Defendant Gene Reid Drilling, Inc., under a partial assignment of an oil and gas lease dated June 5, 1953, executed by defendants Harry H. Magee and Juanita G. Magee, recorded June 10, 1953 in volume 583, page 590 of the official records of Madera County.

12. Defendants Elmer B. Stone and Eleanor G. Stone, Harry H. Magee and Juanita G. Magee, under a modification agreement dated April 16, 1953, recorded July 16, 1953, in volume 586, page 445, of the official records of Madera County.

13. Defendants Trico Oil & Gas Company, Harry H. Magee and Gene Reid Drilling, Inc., under a partial assignment of an oil and gas lease, which assignment is dated September 16, 1954 and recorded October

7, 1954, in volume 619, page 339, of official records of Madera County.

14. Defendant Trico Oil & Gas Company, under a partial assignment of an oil and gas lease, which assignment is dated August 19, 1954, and recorded December 13, 1954, in volume 624, page 14, of the official records of Madera County.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

Civil Action No. 34043

MILLER & LUX INCORPORATED, A Nevada corporation,
Plaintiff,

VS.

R. H. ANDERSON, et al., *Defendants.*

MOTIONS OF DEFENDANTS TRICO OIL AND GAS COMPANY AND GENE REID DRILLING, INC. TO DISMISS FOR FAILURE TO JOIN INDISPENSABLE PARTIES WHOSE JOINDER WOULD DEPRIVE THIS COURT OF JURISDICTION, AND FOR LACK OF JURISDICTION OVER INDISPENSABLE PARTIES.

Defendant Trico Oil and Gas Company, a California corporation, and defendant Gene Reid Drilling, Inc., a California corporation, move this Court for an order dismissing this action upon the following grounds:

(1) William H. Moffat, May Moffat, his wife, Van Arsdale Lumber Co. Inc., a California corporation, Charles S. Howard, Jr., Robert Stewart Howard, Lindsay C. Howard and Marcela Zabala Fenton, formerly Marcela Zabala Howard, and Crocker-Anglo National Bank of San Francisco, formerly Crocker First National Bank of San Francisco, as trustees under the Last Will and Testament of Charles S. Howard, deceased, Eleanor G. Stone, Chowchilla Gas Company, a California corporation, and Pacific Gas and Electric Company, a California corporation, are indispensable parties to this action by reason of their interests in the controversy.

(2) Said William H. Moffat and May Moffat, his wife, are now and have been continuously since September 10, 1954, and prior thereto, citizens of the State of Nevada, the state of incorporation of the plaintiff Miller & Lux Incorporated, a Nevada corporation.

(3) The interests of said indispensable parties are aligned with these moving defendants.

(4) Said William H. Moffat and May Moffat, his wife, cannot be joined as parties without depriving this court of jurisdiction, which is based solely upon diversity of citizenship.

(5) This Court lacks jurisdiction over said William H. Moffat and May Moffat, his wife, who are not amenable to service in the State of California and could not be brought in by process of this Court.

This motion is based upon the following:

(a) Supplemental affidavit of Joseph W. Hendrick in support of this motion, filed herewith.

(b) Affidavit of said Joseph W. Hendrick dated November 17, 1955 attached as Exhibit A to the motion of defendants Trico Oil and Gas Company and Gene Reid Drilling, Inc., and the then defendant Harry H. Magee, to dismiss for failure to join indispensable parties whose joinder will deprive this Court of jurisdiction, filed in this action on November 21, 1955, as Document 173, and served personally or by mail on

November 19, 1955 and November 21, 1955, on all parties who had then appeared personally or by attorney. Accordingly, as indicated to be agreeable to the Court and counsel at the hearing on November 21, 1955, a copy of this affidavit is attached only to the original of this motion.

(c) Supplemental affidavit of Elmer B. Stone as to citizenship of William H. Moffat and May Moffat.

(d) Affidavit of said Elmer B. Stone as to citizenship of William H. Moffat and May Moffat dated November 16, 1955, attached as Exhibit B to said Document 173, filed and served as above indicated. Accordingly, a copy of said affidavit is attached only to the original of this motion.

(e) The following exhibits which were introduced on December 1, 1955, at the hearing of the motion to dismiss filed on November 21, 1955, as Document 173. All of said exhibits are in the custody of the Clerk of this Court:

Exhibit A—Certified copy of a deed dated July 29, 1941, recorded August 5, 1941, in Vol. 295, page 495, Official Records of Madera County, California, by which Miller & Lux Incorporated conveyed the land described in Exhibit 58 to plaintiff's Second Amended Complaint, to William H. Moffat of Reno, Nevada, as to an undivided one-quarter interest, Nellie C. Harris, as to an undivided one-quarter interest Charles S. Howard, as to an undivided one-quarter interest, and Elmer B. Stone, as to an undivided one-quarter interest.

A copy of this deed was also attached as Exhibit B-1 to said Document 173 filed and served as above indicated. Accordingly, a copy is attached only to the original of this motion.

Exhibit C—Certified copy of an oil and gas lease dated January 22, 1952, recorded April 15, 1952, in Vol. 544, page 204, Official Records of Madera County, California, by which William H. Moffat and May Moffat, his wife, Nellie C. Harris, by her attorney in fact, C. A. Needham, Elmer B. Stone and Eleanor G. Stone, his wife, and Estate of Charles S. Howard, by Crocker First National Bank of San Francisco, and Marcela Zabala Howard, Charles S. Howard, Jr., Lindsay C. Howard and Robert Stewart Howard, as Executors of the Will of Charles S. Howard, deceased, leased a part of the land described in Exhibit 58 to plaintiff's Second Amended Complaint, to decedent Harry H. Magee. A copy of this lease was also attached as Exhibit A-1 to said Document 173, filed and served as above indicated. Accordingly, a copy is attached only to the original of this motion.

Exhibit D—Certified copy of a modification agreement dated April 16, 1953, recorded July 16, 1953, in Vol. 586, page 445, Official Records of Madera County, California, between the parties listed in Exhibit C, as lessors, and Harry H. Magee and Juanita G. Magee, his wife, as lessees, correcting the description of the land excepted therefrom as to a 40 acre parcel. A copy of this modification agreement was attached as Exhibit A-2 to said Document 173, filed and served as above

indicated. Accordingly, a copy is attached only to the original of this motion.

Exhibit F—Security Title Insurance Company November 21, 1955 report No. 45720 of its examination of the Official Records of the County of Madera, State of California, covering the real property described in Exhibit 58 up to October 31, 1955, sworn to by Berl DeWitt, Vice President of said Title Insurance Company. An amended affidavit dated December 6, 1955 will also be offered to show that the title search was to October 31, 1955 instead of August 31, 1955, as inadvertently recited in the affidavit that was filed with report 45720 as an exhibit.

Exhibit G—Certified copy of a memorandum of an oil and gas lease dated November 15, 1946, recorded March 17, 1947, in Vol. 401, page 291, Official Records of Madera County, California, by which William H. Moffat and May Moffat, his wife, Charles S. Howard and Marcela Z. Howard, his wife, Nellie C. Harris, and Elmer B. Stone and Eleanor G. Stone, his wife, leased a part of the land described in Exhibit 58 of plaintiff's Second Amended Complaint, to Natural Gas Corporation of California.

Exhibit H—Original of the oil and gas lease identified in Exhibit G.

Exhibit J—Quitclaim deed dated November 13, 1951, recorded February 26, 1952, in Vol. 541, page 66, Official Records of Madera County, California, by which the lease identified in Exhibits G and H was

quitclaimed and surrendered by Natural Gas Corporation of California, except as to 640 acres.

Exhibit K—Certified copy of an oil and gas lease dated December 2, 1940, recorded December 27, 1940, in Vol. 276, page 31, Official Records of Madera County, California, by which William H. Moffat and May Moffat, his wife, and Charles S. Howard and Marcela Z. Howard, his wife, and Elmer G. Stone and Eleanor G. Stone, his wife, leased a part of the land described in Exhibit 58 to plaintiff's Second Amended Complaint to The Texas Company, a California corporation, with an attached consent of plaintiff to the execution of the lease. A copy of this lease was attached as Exhibit A-3 to said Document 173, filed and served as above indicated. Accordingly, a copy is attached only to the original of this motion.

Exhibit M—Partial surrender and quitclaim deed dated December 18, 1944, recorded August 3, 1945, in Vol. 363, page 104, Official Records of Madera County, California, by which The Texas Company, a Delaware corporation, having acquired the rights of The Texas Company, a California corporation, and The Texas Company, a California corporation, subject to certain reservations, surrendered and relinquished all right, title and interest in the lease identified in Exhibit K, except as to 160.80 acres.

Exhibit P—Original gas sales agreement dated July 9, 1954, by which Trico Oil and Gas Company, Harry H. Magee, Harry H. Magee, Jr., Jerome Magee,

Gene Reid Drilling, Inc., F. H. Peavey & Company, and Walter D. Brown, as sellers, agreed to sell gas produced from the land covered by the foregoing leases, and other leases, to Coast Counties Gas and Electric Company, a California corporation.

(f) Plaintiff's Second Amended Complaint on file herein.

(g) Plaintiff's answers to interrogatories III-1 and III-2 on page 8 of its answers to interrogatories propounded to plaintiff by Natural Gas Corporation of California, and filed as Document 462 on June 6, 1958.

(h) The attached memorandum of points and authorities.

Dated: December 20, 1961.

s/ STANLEY F. DAVIE
Attorney for Defendants Trico Oil and Gas Company and Gene Reid Drilling, Inc.

Certificate of Service attached.

(Endorsed): Filed December 20, 1961.

The following exhibits to foregoing motion were considered on the original papers:

Exhibit T-1: Certified copy of conveyance dated July 20, 1941 and recorded August 5, 1941.

Exhibit T-2: Supplemental affidavit of Elmer B. Stone executed December 13, 1961; with attached conformed copy of affidavit of Elmer B. Stone executed November 16, 1955 and marked Exhibit B; and attached copy of deed of July 29, 1941.

Exhibit T-3: Supplemental affidavit of Joseph W. Hendrick dated December 14, 1961, with a conformed copy of his affidavit of November 17, 1955, marked as Exhibit A.

Exhibit T-4: Certified copy of lease of December 2, 1940 with attached consent to execution of lease recorded December 27, 1940.

Exhibit T-5: Certified copy of Memorandum of Oil and Gas Lease dated November 15, 1946.

Exhibit T-6: Unrecorded full original of oil and gas lease of November 15, 1946.

Exhibit T-7: Certified copy of oil and gas lease dated January 22, 1952.

Exhibit T-8: Report of Title No. 45720, made by Security Title Insurance Company.

Exhibit T-9: Original July 9, 1954 gas sales agreement.

STANLEY F. DAVIE
1540 San Pablo Avenue
Oakland 12, California
Telephone: 452-2355

Attorney for Respondents
Trico Oil and Gas Company and
Gene Reid Drilling, Inc.

(Endorsed) Filed Oct. 25, 1963
Frank H. Schmid, Clerk

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH DISTRICT

MILLER & LUX INCORPORATED, *Appellant*, vs. R. H. ANDERSON, et al., *Appellees.*	No. 18,033

DESIGNATION OF ADDITIONAL CERTIORARI RECORDS

TO THE CLERK OF THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT:

Respondents Trico Oil and Gas Company and Gene Reid Drilling, Inc., hereby request that in your preparation of the certiorari records in the above captioned case you include, in addition to the documents requested by appellant, the following exhibits which were introduced in evidence on January 24, 1962, at the hearing before Hon. Albert C. Wollenberg, United States District Judge, of the "Motions of Defendants Trico

Oil and Gas Company and Gene Reid Drilling, Inc., to Dismiss For Failure to Join Indispensable Parties Whose Joinder Would Deprive This Court of Jurisdiction, and For Lack of Jurisdiction Over Indispensable Parties":

Exhibit No.	Exhibit
T-1	Deed 7 29 41, Miller & Lux Incorporated to William H. Moffat, Nellie C. Harris, Charles S. Howard, and Elmer B. Stone.
T-2	Affidavit of Elmer B. Stone.
T-3	Supplemental Affidavit of Joseph W. Hendrick.
T-4	Certified copy of lease by William H. Moffat and May Moffat, his wife, and Charles S. Howard and Marcela Z. Howard, his wife, and Elmer B. Stone and Eleanor G. Stone, his wife, to The Texas Company, dated December 2, 1940.
T-5	Certified copy of Memorandum of Lease dated November 15, 1946, by William H. Moffat and May Moffat, his wife; Charles S. Howard and Marcela Z. Howard, his wife; Nellie C. Harris; and Elmer B. Stone and Eleanor G. Stone, his wife, to Natural Gas Corporation of California.
T-6	Original of lease dated November 15, 1946, by William H. Moffat and May Moffat, his

wife; Charles S. Howard and Marcela Z. Howard, his wife, Nellis C. Harris; and Elmer B. Stone and Eleanor G. Stone, his wife, to Natural Gas Corporation of California.

T-7 Certified copy of oil and gas lease dated January 22, 1952, made to Harry H. Magee by William H. Moffat and May Moffat, Nellie C. Harris, Elmer B. Stone, Eleanor G. Stone and the Estate of Charles S. Howard, deceased, by the executors of his Will.

T-8 Security Title Insurance Company title report No. 45720, dated November 21, 1955, covering land described in Exhibit 58 to appellant's Second Amended Complaint.

T-9 Gas Sales Agreement dated July 9, 1954, made to Coast Counties Gas and Electric Company.

The foregoing documents are among the exhibits which this Court, by its Order dated July 23, 1962, permitted appellant to proceed on the original exhibits without the necessity of including them in the record to be printed.

Dated: October 24, 1963.

STANLEY F. DAVIE,
Attorney for Respondents Trico Oil and Gas Company and Gene Reid Drilling, Inc.